

# BID OPENING

CITY OF SAN JOSE  
OFFICE OF THE CITY CLERK

RECEIVED  
San Jose City Clerk

2010 APR 22 P 2:40 City Clerk  
Time Stamp

TOTAL BASE BID 182,715.00

ALT NO. 1 \_\_\_\_\_

ALT NO. 2 \_\_\_\_\_

ALT NO. 3 \_\_\_\_\_

Alt No. 4 \_\_\_\_\_

Alt No. 5 \_\_\_\_\_

BID DATE: Thursday April 22, 2010

Project Manager: Allan Andaya ~ 975.7484

## GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT

BIDDER NAME: STOLOSKI & GONZALEZ, INC.

Bond ☒ Cashier's Check \_\_\_\_\_

Addendums Included (0)

YES \_\_\_\_\_ NO \_\_\_\_\_

Non-Collusion Affidavit

YES ☒ NO \_\_\_\_\_



# PROPOSAL TO CITY OF SAN JOSÉ

FOR

## **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT**

Name of Bidder: STOLOSKI & GONZALEZ, INC.

The representations herein are made under penalty of perjury.

To: The City of San José, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on **January 09, 2009**, entitled **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT** and the Specifications approved by the Director of Public Works on **January 09, 2009**, entitled **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT** on file in the office of the Director of Public Works of the City of San José in City Hall, San José, California; that the bidder has thoroughly examined said Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San José, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the

## SCHEDULE OF QUANTITIES

**PROJECT: Gundersen Drive Storm Drain Improvement Project**

**CONTRACTOR:**

**File No.: 5269**

ITEM NO.	SPEC. SECT	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1	5-2	Street Clean-up (Minimum \$500 per day) (Revocable)	Day	15	\$ 500.00	\$7,500.00
1b.	5-2	Street Clean-Up ( Additional unit price above minimum price listed in Item No. 1a. above) (Revocable )	Day	15	1.00	15.00
2	11-1	Mobilization(Revocable) (\$10,000 Fixed Bid)	L.S.	1	10,000.00	10,000.00
3	12-1	Traffic Control	L.S.	1	9,000.00	9,000.00
4	12-2	Police Officer (min. \$50.00 per hr.) (Revocable)	Hr.	120	50.00	6,000.00
5	15-1.02	Additional Potholing (Revocable)	Ea.	2	400.00	800.00
6	15-3	Utility Conflict (Revocable) (\$10,000 Fixed Bid)	L.S.	1	10,000.00	10,000.00
7	25-1	Additional Backfill Material (Revocable)	Ton	15	10.00	150.00
8	39-1	Additional Asphalt Concrete Pavement (Revocable)	Ton	50	130.00	6,500.00
9	73-1	Additional Curb & Gutter (Revocable)	L.F.	30	30.00	900.00
10	81-2	Replace City Standard Monument (Revocable)	Ea.	1	600.00	600.00
11	1301-2	Trench Sheet piling, Shoring and Bracing	L.S.	1	500.00	500.00
12	1301-7	Bedding Stabilization Material (Revocable)	Ton	225	10.00	2,250.00
13	1302-2	Install 12-inch Dia. DIP, Thickness Class 52	L.F.	75	184.00	13,800.00
14	1302-2	Install 20-inch Dia. DIP, Thickness Class 52	L.F.	420	235.00	98,700.00
15	1305-1	Standard Concentric Manhole, D-11 (21-inch & Smaller Diameter Pipe)	Ea.	2	4,200.00	8,400.00
16	1305-1	Standard Regular Hooded Inlet	Ea.	2	3,800.00	7,600.00
<b>TOTAL</b>						<b>182,715.00</b>



**STOLOSKI & GONZALEZ, INC.**

**General Engineering Contractors**  
**License #489175-A**

April 22, 2010

**Legal Name of Corporation:** Stoloski & Gonzalez, Inc.

**State of Incorporation:** California

**Officers**

President: Robert Gonzalez  
Vice President: Suzette Gonzalez  
Secretary: Mark Stoloski  
Treasurer: Robert Gonzalez

**Directors**

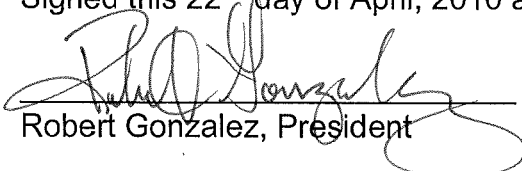
Robert Gonzalez  
Suzette Gonzalez  
Mark Stoloski

**Manager**

Robert Gonzalez, Responsible Managing Officer (RMO)

I, Robert Gonzalez, do hereby certify and declare under penalty of perjury under the laws of the State of California that Stoloski & Gonzalez, Inc. has been registered as a State of California Domestic Stock Corporation since 11/25/1985. Stoloski & Gonzalez, Inc. has remained actively registered with the Secretary of State since its inception.

Signed this 22<sup>nd</sup> day of April, 2010 at Half Moon Bay, California.

  
Robert Gonzalez, President

(Corporate Seal)





**STOLOSKI & GONZALEZ, INC.**

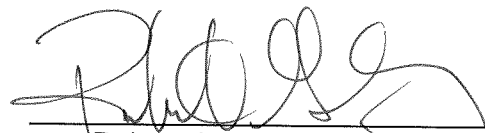
**General Engineering Contractors**  
**License #489175-A**

**AFFIDAVIT OF AUTHORITY**

I, **Robert Gonzalez**, do hereby certify and declare under penalty of perjury under the laws of the State of California that I am the duly acting **President of Stoloski & Gonzalez, Inc., A California Corporation**. I am authorized, empowered and directed to execute on behalf of the Corporation any bid proposals, bid bonds, contracts/agreements, contract/agreement bonds, contract change orders, extra work orders, affidavits, and all other pertinent documents as may be required by government agencies, public institutions or private entities.

Signed, sealed and dated this 22<sup>nd</sup> day of April, 2010

(Seal)

  
Robert Gonzalez, President





**STOLOSKI & GONZALEZ, INC.**

**General Engineering Contractors**  
**License #489175-A**

**AFFIDAVIT OF AUTHORITY**

I, **Mark Stoloski**, do hereby certify and declare under penalty of perjury under the laws of the State of California that I am the duly acting **Secretary** of **Stoloski & Gonzalez, Inc., A California Corporation**. I am authorized, empowered and directed to execute on behalf of the Corporation any bid proposals, bid bonds, contracts/agreements, contract/agreement bonds, contract change orders, extra work orders, affidavits, and all other pertinent documents as may be required by government agencies, public institutions or private entities.

Signed, sealed and dated this 22<sup>nd</sup> day of April, 2010

(Seal)

Mark Stoloski, Corporate Secretary



partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San José, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San José.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

**The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.**

**Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.**

# NONCOLLUSION AFFIDAVIT

Project Title: **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT**

MARK STOLOSKI  
print name, being first duly sworn, deposes and says that he/she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

**The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.**

Executed on APRIL 22, 2010

STOLOSKI & GONZALEZ, INC.

Legal Company Name

A CALIFORNIA CORPORATION

Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

City Business Lic. No.: 4045321210

Expiration Date: 12/15/2010

State Contractor Lic. No.: 489175

Classification: A

Expiration Date: 04/30/2012

Federal I. D. No.: 94-2988925

Address: 727 MAIN STREET

HALE MOON BAY, CA

94019-1924

Telephone: (650) 726-7119

By: [Signature]  
Title: CORPORATE SECRETARY

\*\*\*\*\*

NOTARY

On APRIL 22, 2010 before me, MICHELLE C. ROBELET, NOTARY PUBLIC, personally appeared  
(name and title of officer)

MARK STOLOSKI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

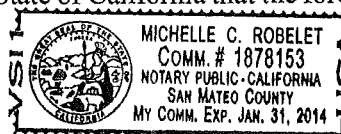
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michelle C. Robelet

Notary Public

(Seal)



## **BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_, a corporation duly organized under  
the laws of the State of \_\_\_\_\_ and duly licensed to become sole surety on  
bonds required or authorized by the State of California, as SURETY, are held and firmly bound  
unto the City of San José (hereinafter called the "City"), in the penal sum of TEN PERCENT  
(10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by  
said Principal to the City of San José, for the work described below; for the payment of which  
sum in lawful money of the United States, well and truly to be made, we bind ourselves, our  
heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In  
no case shall the liability of the Surety hereunder exceed the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San  
José, for certain construction specifically described as follows, for which bids are to be opened in  
the Office of the City Clerk, City of San José, City Hall, 200 E. Santa Clara St., Wing, 2<sup>nd</sup> Floor,  
San José, California 95113, on **April 22, 2010**, for **GUNDERSEN DRIVE STORM DRAIN  
IMPROVEMENT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the  
time and manner required under the specifications, after the prescribed forms are presented to  
Principal for signature, enters into a written contract, in the prescribed forms, in accordance with  
the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the  
required insurance policies with the City, all as required by the specifications and the contract or  
by law, then the obligation shall be null and void; otherwise it shall be and remain in full force  
and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said  
Surety and its bond shall be in no way impaired or affected by any extension of the time within  
which the Owner may accept such Bid; and said Surety does hereby waive notice of any such  
extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered,  
the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable  
attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008.

PRINCIPAL

SURETY

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Indicate Type of Entity

By

\_\_\_\_\_  
Title:

By

\_\_\_\_\_  
Title:

By

\_\_\_\_\_  
Title:

By

\_\_\_\_\_  
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

## BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Stoloski & Gonzalez, Inc. as PRINCIPAL, and Merchants Bonding Company, a corporation duly organized under the laws of the State of Iowa and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San José (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San José, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent (10%) of the Amount Bid-----DOLLARS (\$-----).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San José, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San José, City Hall, 200 E. Santa Clara St., Wing, 2<sup>nd</sup> Floor, San José, California 95113, on April 22, 2010, for **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th day  
of April, ~~x2008x~~ 2010.

PRINCIPAL

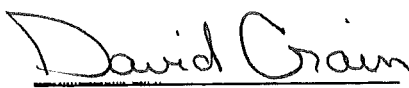
SURETY


Stoloski & Gonzalez, Inc.  
Legal Company Name

Merchants Bonding Company  
Legal Company Name

A California Corporation  
Indicate Type of Entity

By   
Title: Robert Gonzalez  
President

By   
Title: David Crain,  
Attorney-in-Fact

By   
Title: Mark Stoloski  
Corporate Secretary

By \_\_\_\_\_  
Title: \_\_\_\_\_

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

10

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN MATEO

On APRIL 14, 2010 before me, MICHELLE C. ROBELET, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared ROBERT GONZALEZ

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature: Michelle C. Robelet

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

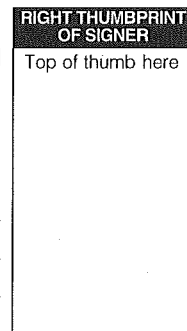
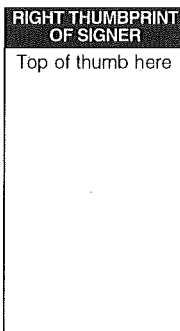
☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



THE UNIVERSITY OF CHICAGO  
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CHICAGO, ILL. 60637  
U.S.A.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

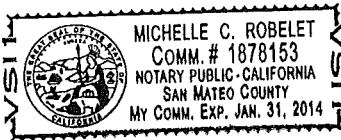
State of California

County of SAN MATEO

On APRIL 14, 2010 before me, MICHELLE C. ROBELET, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MARK STOLOSKI  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Michelle C. Robelet  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

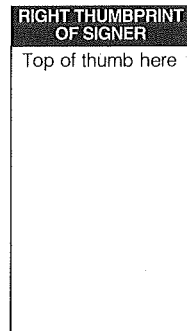
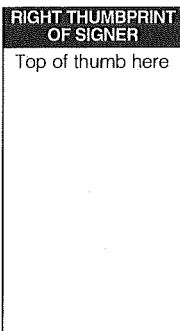
☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



RECEIVED  
FEB 11 1961  
U.S. AIR FORCE  
HONOLULU, HAWAII

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Mateo

On 04/14/10 before me, S. Miller, Notary Public,  
(Here insert name and title of the officer)

personally appeared David Crain

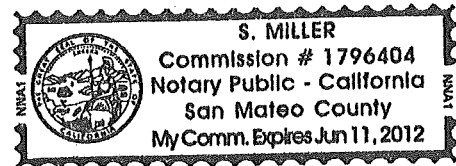
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

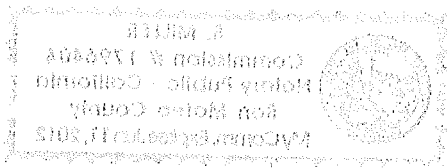
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document



# Merchants Bonding Company

(Mutual)

## POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

David Crain, Nancy L. Ferguson

of San Mateo and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FOUR MILLION (\$4,000,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 14th day of April, 2010.



*William Warner Jr.*  
Secretary

POA 0001 (1/06)



# LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

[illegible]

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Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

[illegible]

# STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

<u>PROJECT NAME</u>	<u>AGENCY/ENTITY</u>	<u>CONTRACT AMOUNT</u>
Rte. 1 near Davenport SD Impv.	Caltrans	\$ 800,572.50
W. 5 <sup>th</sup> Avenue SS Replc.	City of San Mateo-DPW	\$ 466,632.50
Third St. Water & Sewer Impv.	City of Morgan Hill-DPW	\$ 410,454.00
Beach Blvd. Water & Sewer Replc.	City of Pacifica-PWD	\$ 730,979.20
2007 Capital Impv. Sew Replc. and Manhole Impv.	Granada Sanitary District c/o Kennedy/Jenks Consultants	\$ 310,316.00
Hope St. Drainage Impv.	City of San Jose-DPW	\$ 80,584.00
No. First St. Emerg. Main	City of San Jose-Municipal Water	\$ 188,750.00
Lincoln-Brace Storm Impv.	City of San Jose-DPW	\$ 84,900.00
Chateau Storm Drain Impv.	City of San Jose-DPW	\$ 472,860.00
New Jersey Storm Drain Impv.	City of San Jose-DPW	\$ 940,000.00
Alma St. Storm Drain Impv.	City of San Jose-DPW	\$1,118,658.00
Fremont Storm Drain Impv.	City of San Jose-DPW	\$ 189,466.00
Third St. Water & Sewer Impv.	City of Morgan Hill-PWD	\$ 410,454.00
Emergency WWTP Rehabilitation	City of San Mateo-DPW	\$ 177,163.00
2007-08 Capital Impv.	Granada Sanitary District	\$ 310,316.00
Radio Rd. Recycled Water	South Bayside System Authority	\$ 653,367.00
Carter Hill East Pipeline Replc.	Coastside Co. Water District	\$ 140,360.00
Carter Hill West Pipeline Replc.	Coastside Co. Water District	\$ 783,179.00
Casa Del Mar Pipeline Replc.	Coastside Co. Water District	\$ 977,164.00
Roosevelt/Alameda Pipeline Replc.	Coastside Co. Water District	\$ 638,500.00
Mussel Rock Drainage & Seawall 2008	City of Daly City-DPW	\$ 635,029.00

